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Counsel to Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
)	
SIZMEK INC., <i>et al.</i> , ¹)	Case No. 19-10971 (SMB)
)	
Debtors.)	(Jointly Administered)
)	

**NOTICE OF REJECTION OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that, on May 21, 2019, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered the order [Docket No.183] (the “Order”) granting the motion (the “Motion”)² of Debtors for an order, pursuant to Bankruptcy Code sections 105, 365, and 554, Bankruptcy Rules 6006 and 9014, and Local Bankruptcy Rule 6006-1, authorizing and approving, among other things, procedures for Debtors to reject executory contracts and unexpired leases (each a “Contract”).

¹ Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Sizmek Inc. (4624); Point Roll, Inc. (3173); Sizmek DSP, Inc. (2319); Sizmek Technologies, Inc. (6402); Wireless Artist LLC (0302); Wireless Developer, Inc. (9686); X Plus One Solutions, Inc. and (8106); X Plus Two Solutions, LLC (4914). The location of Debtors’ service address for purposes of these chapter 11 cases is: 401 Park Avenue South, 5th Floor, New York, NY 10016.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order and by this written notice (this “Rejection Notice”), Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 1** attached hereto is hereby rejected effective as of the date (the “Rejection Date”) set forth in **Schedule 1**, or such other date as Debtors and the counterparty or counterparties to such Contract(s) agree.

PLEASE TAKE FURTHER NOTICE that, parties seeking to object to Debtors’ rejection of any Contract listed in **Schedule 1** must file and serve a written objection, so that such objection is filed with the Court and is *actually received* no later than fourteen (14) calendar days after the date that Debtors served this Rejection Notice, upon the following parties: (i) counsel to Debtors, Katten Muchin Rosenman LLP, 575 Madison Ave., New York, NY 10022, Attn: Steven J. Reisman (sreisman@kattenlaw.com) and Katten Muchin Rosenman LLP, 525 W. Monroe Street, Chicago, IL 60661, Attn: Peter A. Siddiqui (peter.siddiqui@kattenlaw.com); (ii) the Office of the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Richard C. Morrissey (richard.morrissey@usdoj.gov); (iii) counsel to the Prepetition Secured Parties, Klee, Tuchin, Bogdanoff & Stern LLP, 1999 Avenue of the Americas, 39th Floor, Los Angeles, CA 90067, Attn: Thomas E. Patterson and David A. Filder (tpatterson@ktbslaw.com and dfidler@ktbslaw.com); and (iv) proposed counsel to the Committee, Cooley LLP, 55 Hudson Yards, New York, NY 10001, Attn: Seth Van Aalten and Michael Klein (svanaalten@cooley.com and mklein@cooley.com).

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the rejection of any Contract listed on **Schedule 1** shall become effective on the Rejection Date set forth in **Schedule 1** without further notice, hearing or order of this Court, unless (i)

Debtors withdraw such Rejection Notice on or prior to the Rejection Date or (ii) Debtors and the pertinent counterparty or counterparties agree, prior to the Rejection Date, upon another such date.³

PLEASE TAKE FURTHER NOTICE that, if a timely objection to the rejection of any Contract listed on **Schedule 1** is timely filed and not withdrawn or resolved, Debtors shall file a notice of hearing to consider the unresolved objection. If such objection is overruled or withdrawn, Debtors will file with the Court a proposed order under certification of counsel (the “**Rejection Order**”) confirming the absence of a timely objection and the rejection of the Contract(s), and such Contract(s) shall be deemed rejected as of the Rejection Date set forth in **Schedule 1** or such other date as Debtors and the counterparty or counterparties to such Contract(s) agree.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless Debtors and the counterparty or counterparties to such Contract(s) otherwise agree.

PLEASE TAKE FURTHER NOTICE that, absent timely objection, any personal property of Debtors that is listed and described in **Schedule 1** shall be deemed abandoned as of the Rejection Date set forth on **Schedule 1**.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert any claim(s) arising out of the rejection of your Contract(s) listed on **Schedule 1**, you must do so before

³ An objection to the rejection of any particular Contract listed in **Schedule 1** to this Rejection Notice shall not constitute an objection to the rejection of any other Contract listed in **Schedule 1**. Any objection to the rejection of any particular Contract must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order

the later of (i) thirty (30) days after the date of service of the Rejection Order and (ii) any applicable claims bar date for filing proofs of claim established in these chapter 11 cases. **FAILURE TO TIMELY FILE ANY PROOF OF CLAIM SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED.**

Dated: May 22, 2019
New York, New York

/s/ Steven J. Reisman

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SCHEDULE 1

Rejected Contracts

Debtors(s) Party to Contract	Counterparty	Counterparty Address	Description of Contract	Abandoned Personal Property¹	Rejection Date
Sizmek DSP, Inc.	Informatica LLC	Informatica LLC c/o CBRE, Inc. P.O. Box 82567 Goleta, CA 93118-2567 and Informatica LLC c/o CBRE, Inc. 5100 Poplar Avenue Suite 1000 Memphis, TN 38137	Lease dated October 26, 2016 for non-residential real property located at 2000 Seaport Boulevard, Suite 400, Redwood City, CA, as amended, modified or otherwise supplemented	All remaining personal property Approximate Book Value: \$2,500	May 22, 2019
Sizmek Technologies, Inc.	WeWork Uptown	WeWork Uptown 1920 McKinney Ave Dallas, TX 75201 and 1920 McKinney Ave Tenant LLC 1920 McKinney Ave Dallas, TX 75201 WE-US-81943@wework.com	Lease of non-residential real property located at 1920 McKinney Ave, 8th Floor, as amended, modified or otherwise supplemented	All remaining personal property Approximate Book Value: \$1,000	May 22, 2019

¹ All of the Abandoned Personal Property listed herein is either burdensome to remove or of inconsequential value.

Debtors(s) Party to Contract	Counterparty	Counterparty Address	Description of Contract	Abandoned Personal Property¹	Rejection Date
Sizmek, Inc.	TechSpace Geary, Inc.	TechSpace Geary, Inc. Attn: Corri Uyeda 77 Geary Street San Francisco, CA 94108 and TechSpace Geary, Inc. 65 Enterprise Aliso Viejo, CA 92656	Accommodations and Services License Agreement, dated February 14, 2019 for 77 Geary Street, Suite 520 San Francisco, CA 94108, as amended, modified or otherwise supplemented	All remaining personal property Approximate Book Value: \$0.00	May 22, 2019
Sizmek, Inc.	195 Broadway Property LLC	195 Broadway Property LLC c/o L&L Holding Company, LLC 142 West 57 th Street New York, NY 10019 Attn: Sr. V.P. Asset Management and Noah Shapiro Holland & Knight 31 West 52nd Street, 12th Floor New York, NY 10019 Noah.Shapiro@hklaw.com	Lease dated January 19, 2016 for non-residential real property located at 195 Broadway, New York, New York, entire 10 th Floor, as amended, modified or otherwise supplemented	All remaining personal property Approximate Book Value: \$0.00	May 22, 2019
Sizmek DSP, Inc.	Ray Morgan Company	Ray A. Morgan Company 3131 Esplanade Avenue Chico, CA 95973	Value Rental Lease Agreement, as amended, modified or otherwise supplemented	N/A	May 22, 2019
Sizmek DSP, Inc.	Data Sales Co., Inc.	Data Sales Co. 3450 West Burnsville Parkway Burnsville, MN 55337	Master Equipment Lease, including all related Schedules, as amended, modified or otherwise supplemented	N/A	May 22, 2019

Debtors(s) Party to Contract	Counterparty	Counterparty Address	Description of Contract	Abandoned Personal Property¹	Rejection Date
Sizmek DSP, Inc.	WiLine Networks, Inc.	WiLine Networks, Inc. 104 Carnegie Center Princeton, NJ 08540 and WiLine Networks, Inc. Direct Sales Office 1599 Industrial Road San Carlos, CA 94070 admin.wiline@wiline.com	Customer Service Agreement, as amended, modified or otherwise supplemented	N/A	May 22, 2019
Sizmek DSP, Inc.	ACC Business	ACC Business 400 West Avenue Rochester, NY 14611	ACC Business Multi-Service Agreement, as amended, modified or otherwise supplemented	N/A	May 22, 2019
Sizmek DSP, Inc.	NFS Leasing, Inc.	NFS Leasing, Inc. 900 Cummings Center Suite 226-U Beverly, MA 01915 and Richard E. Mikels, Esq. Pachulski Stang Ziehl & Jones LLP 780 Third Avenue, 34th Floor New York, NY 10017 rmikels@pszjlaw.com	Master Equipment Lease No. 2016-460, dated January 31, 2017, including all related Schedules, as amended, modified or otherwise supplemented	N/A	May 22, 2019

Debtors(s) Party to Contract	Counterparty	Counterparty Address	Description of Contract	Abandoned Personal Property¹	Rejection Date
Sizmek DSP, Inc.	NFS Leasing, Inc.	NFS Leasing, Inc. 900 Cummings Center Suite 226-U Beverly, MA 01915 and Richard E. Mikels, Esq. Pachulski Stang Ziehl & Jones LLP 780 Third Avenue, 34th Floor New York, NY 10017 rmikels@pszjlaw.com	Lease Agreement, including all related Schedules, as amended, modified or otherwise supplemented	N/A	May 22, 2019
Sizmek DSP, Inc.	NFS Leasing, Inc.	NFS Leasing, Inc. 900 Cummings Center Suite 226-U Beverly, MA 01915 and Richard E. Mikels, Esq. Pachulski Stang Ziehl & Jones LLP 780 Third Avenue, 34th Floor New York, NY 10017 rmikels@pszjlaw.com	Lease Agreement, including all related Schedules, as amended, modified or otherwise supplemented	N/A	May 22, 2019
Sizmek DSP, Inc.	Dell Financial Services L.L.C.	Dell Financial Services L.L.C. Attn: Legal Department One Dell Way Round Rock, TX 78682	Master Lease Agreement, dated June 13, 2014, including all related Schedules, as amended, modified or otherwise supplemented	N/A	May 22, 2019